Taft School District 90 Request for Waiver of the Rules FCC Form 471 No. 994711

Zeller and Associates, LLC (847) 828-4606

gzeller@zellerandassociates.com

Appendix C

TaftSD90_App_C_ComcastContract_Documentation.pdf

Funding Year 2013

Comcast Contracts and Service Agreements



Comcast Cable Communications Management, LLC

Attention: Vice President Business Services

Date: 01-03-13

Access to Property
Property Address:
Taft School District 90
1605 S Washington St
Lockport IL 60441

Dear Comcast:

Taft School District 90, (the "Owner"), being the owner of the premises described above (the "Property"), hereby consents to the installation, operation, and maintenance by Comcast Cable Communications Management, LLC, on behalf of its affiliates (together, "Comcast"), at Comcast's sole cost and expense, of Comcast's cable and other equipment into, over, under, across, and along the Property, to be used by Comcast to provide communications services to tenants and other occupants of the Property.

Comcast will contact the Owner, or Owner's représentativé, **before** work begins. This information will not be used for any other purpose. The contact phone number (815) 838-0408. Dr. DJ Skogsberg is contact name: email address: <u>djskogsberg@taft90.org</u>.

Comcast shall repair any damage to the Property caused by the installation, operation, or maintenance of Comcast's equipment on the Property.

Owner's consent will continue for so long as Comcast provides communications services to tenants or other occupants of the Property.

Sincerely,

Owning Entity: Taft School District 90

By:
Name: Dr. DJ Skogsberg

Title: Superintendent
Date: 02/22/2013

Accepted and Agreed to by:
Comcast Cable Communications Management, LLC

By:
Name: Jay Dirkmaat
Title: Vice President Business Services
Date:

Comcast Business Communications, LLC Network Services Agreement

This Agreement ("Agreement") is made on the 13th day of February, 2013 ("Effective Date") by and between Comcast Business Communications, LLC ("Company" or "Comcast"), a Delaware limited liability company, with offices located at One Comcast Center, Philadelphia, PA 19103 and Taft School District 90 ("Customer"), with offices located at 1605 S Washington St Lockport, IL 60441. Herein, the above shall be collectively referred to as the "Parties" and individually as "Party"

Description of Services to be provided by Company to Customer:

25 Mbps Ethernet Dedicated Internet (" EDI")	Services as referenced in the Sales Order(s) attached hereto.
Term of Agreement (months): Sixty (60)	Agreement Number: IL-39503-021313-01
Non-Recurring Charges ("NRC"): \$00.00	Monthly Recurring Charges ("MRC"): \$627.00
Any Additional Charges/Explanation:	
Number of Sites: One (1)	Estimated Service Date: On or after July 1, 2013.
Notes / Comments: 1. E-Rate funding to be sought solely by Custor	mer
2. Comcast Business Communications, LLC SF	
Sales Person: Lynn Kasik	Telephone Number: (847) 789-1784
General Manager: Michelle Pluskota	Telephone Number: (847) 585-6484
Customer Contact: DJ Skogsberg	Telephone Number: (815) 838-0408

This Network Services Agreement sets forth the terms and conditions under which Comcast Business Communications, LLC and its operating affiliates ("Comcast") will provide the Services identified above to Customer. This Comcast Network Services Agreement consists of this document ("Cover Page"), the standard Comcast Business Communications, LLC General Terms and Conditions ("General Terms and Conditions"), and Sales Order Form(s), and any jointly executed amendments ("Amendments"), collectively referred to as the "Agreement". In the event of any inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) General Terms and Conditions, (3) this Cover Page, and (4) Sales Order Form(s). This Agreement shall commence and become a legally binding agreement upon the mutual execution of this Cover Page by both Parties. The Agreement shall terminate as set forth in the General Terms and Conditions. All capitalized terms not defined on this Cover Page shall have the definitions given to them in the General Terms and Conditions.

All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast.

Customer, by signing below, agrees and accepts the terms and conditions of this Agreement.

Taft School District 90

Comcast Business Communications, LLC

Signature:	CXXX	Signature:	
Printed Name:	Dr. DJ Skowsberg	Printed Name:	
Title:	Superintendent	Title:	
Date:	February 20, 2013	Date:	

COMCAST BUSINESS COMMUNICATIONS, LLC GENERAL TERMS AND CONDITIONS

SECTION 1 - SCOPE OF SERVICE

- 1.1 Company will provide to Customer the Service at the prices, and to the location(s) set forth in the Sales Order Form(s) attached hereto ("Buildings"). The Service is provisioned by utilizing fiber optic cable, associated with electronics and other equipment ("Network"), which transports and distributes digital signals in a standards based Internet Protocol (IP) format for standards based IP applications to Customer's Buildings identified in the attached and at the transmission level designated in the Sales Order Form(s) attached hereto. The Network is provisioned into Customer's Building at the point of interconnection between the Network and Customer's provided equipment located at Customer's Building ("Demarcation Point").
- 1.2 The Service does not include connection to the public switched network, building wire, any Local Area Networks ("LANs"), Customer Premise Equipment ("CPE"), IP addressing capability, firewalls or any other equipment, electronics, or wiring required on the Customer's side of the Demarcation Point.
- 1.3 Upon the request of Customer, Company will consider providing other services to Customer at terms, conditions, and prices to be mutually agreed upon in writing between the Parties.

SECTION 2 - INSTALLATION OF NETWORK

- 2.1 Customer, at no cost to Company, shall secure throughout the term of Service any easements, leases or other agreements necessary to allow Company to use existing pathways into and in each Building to the Demarcation Point for the Service.
- 2.2 Subject to the terms of this Agreement, and at no cost to Company, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the Network used to provision the Service within each Building.
- 2.3 Company and its employees, agents, lessees, officers and its authorized vendors will require free ingress and egress into and out of the Buildings in connection with the provision of Services. Upon reasonable notice from Company, Customer shall assist Company in accessing each Building.
- 2.4 If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify Company to install the applicable portion of the Network in areas of any such Building not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.
- 2.5 Company shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- 2.6 Customer shall be responsible for providing maintenance, repair, operation and replacement of all wire, cable facilities on the Customer's side of the Demarcation Point. Any CPE and wiring that Customer uses in connection with the Service shall be compatible with the Network.
- 2.7 Customer shall use reasonable efforts to maintain its property and Buildings in a manner that preserves the integrity of the Service and shall promptly notify Company of any event that affects such integrity including but not limited to damage to the Network.
- 2.8 At such time as Company completes installation and connection of the necessary facilities and equipment to provide the Service, Company

- shall then notify Customer in writing that the Service is available for use and the date of such notice shall be the "Service Date". The current notice form is called the "Customer Site Service Acceptance Document" ("Acceptance Form"). Company may update, modify or replace the service notification form from time to time without notice to Customer.
- 2.9 Any other failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that would otherwise be available for use.
- 2.10 Customer-Provided Equipment (CPE). Company shall have no obligation to install, operate, or maintain CPE. Customer alone shall be responsible for providing maintenance, repair, operation and replacement of all inside telephone wiring and equipment and facilities on the Customer's side of the Demarcation Point. All CPE and wiring that Customer uses in connection with the Services must be fully compatible with the Services. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by Company's employees or authorized contractors when the difficulty or trouble report results from CPE.

SECTION 3 - OWNERSHIP, IMPAIRMENT, AND REMOVAL OF THE NETWORK

- 3.1 The Network is and shall remain the property of Company regardless of whether installed between, within or upon the Buildings and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Buildings located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Company's title to the Network, or exposes Company to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Nothing in this Agreement shall preclude the Company from using the Network for services provided to other Company customers.
- 3.2 For a period of twelve (12) months following Company's discontinuance of Service to the Buildings, Company retains the right to remove the Network including, but not limited to, that portion of the Network that is located in the Buildings. To the extent Company removes such portion of the Network, it shall be responsible for returning the Buildings to their prior condition, reasonable wear and tear excepted.

SECTION 4 - COMPENSATION; PAYMENT

- 4.1 The Non-Recurring Charges ("Non-Recurring Charges" or "NRC") and Monthly Recurring Charges ("Monthly Recurring Charges" or "MRC") for the Service is set forth in the attached Sales Order Form(s) and on the Cover Page of the Agreement. Upon installation of Services, Company shall immediately invoice Customer for the NRC and Customer shall pay Company one hundred percent (100%) of the NRC. Unless otherwise stated in this Agreement, Company will invoice Customer in advance on a monthly basis for all Monthly Recurring Charges arising under the Agreement. Payment will be considered timely made to Company if received within thirty (30) days after the invoice date set forth in the invoice. Any charges not paid to Company within such period will be considered past due. In the event the Service Date is not the first day of the billing period, the first Recurring Charge shall also include the pro rated in arrears charges for Services from date of installation to the date of first billing.
- 4.2 Any payment not made when due will be subject to a late charge of 1.5% per month or the highest rate allowed by law on the unpaid invoice, whichever is lower.
- 4.3 Company makes no representations or warranties with respect to the eligibility or ineligibility of the Services or any Service component for federal e-rate support or for other governmental and quasi-governmental telecommunications/internet discounts or entitlements (collectively, "E-

Rate Funding"). Customer expressly understands and agrees that it shall pay Company one hundred percent (100%) of all Non-Recurring Charges, Recurring Charges and other amounts required under this Agreement in accordance with the payment intervals specified therein. Customer may not withhold or off set any such amounts on the basis of its actual or anticipated receipt of E-Rate Funding, except as otherwise set forth below. In the event that the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer will utilize the applicable customer-initiated reimbursement process relative to such E-Rate Funding, Company shall have no obligation to discount or pro-rate its invoices or to take other action to process such E-Rate Funding, except to the extent specifically required by law and regulation, or except as otherwise set forth above or below. Notwithstanding this, Company will reasonably assist Customer in the completion of those portions of the FCC Form 472 which, as a matter of law or regulation, are required to be completed by the service provider. In the event that the Parties have expressly amended this Agreement in writing to permit E-Rate Funding to be applied in the form of discounts to, or a pro-ration of, Customer's invoices, Company shall have no obligations under this Agreement until Customer provides Company the copy of the Notification and Acceptance of Form(s) 486 from the Universal Services Administrative Company, Schools and Libraries Division ("SLD"), approving Customer's eligibility for E-Rate Funding. If during the term of this Agreement Customer fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of the Agreement succeeding the first fiscal period, Customer may elect to (i) continue to receive Services under this Agreement, in which Customer shall remain bound by the terms and conditions set forth hereunder and remain responsible for all NRC and MRC, as set forth in the Sales Order Form(s) attached hereto, for the remaining term of the Agreement, irrespective of E-Rate Funding status, or, (ii) terminate this Agreement upon written notice as of the beginning of the fiscal year for which funds are not appropriated or otherwise made available. The effect of termination of the Agreement hereunder will be to discharge both Company and the Customer from future performance of the Agreement. However, Company shall be reimbursed for any and all unpaid non-recurring charges, any unpaid past due balance(s), and any additional costs already incurred by Company in conjunction with this Agreement. Customer shall notify Company in writing within 30 days of fiscal budget denial indicating funds may not be available for the continuation of the Agreement for each succeeding fiscal period beyond the first year. In no event shall Company initiate construction of the Network until proof of funding has been received, in whole or in part, based on 100% Customer-furnished funds or partially reimbursed funds by the SLD.

- 4.4 Except for taxes based on Company's net income, and except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes (however designated) levied upon the sale, installation, use or provision of Service. Further, Company reserves the right to invoice Customer for the costs of any fees or payment obligations stemming from an order, rule, or regulation of the FCC, a public service commission or a court of competent jurisdiction with respect to the Services, including, without limitation, universal service fund charges, or as otherwise needed to recover amounts that Company is required by government or quasi-governmental authorities to collect from or to pay to others in support of statutory or regulatory programs, including, without limitation, franchise fees and right-of-way fees. It will be the responsibility of Customer to pay any such taxes and fees that subsequently become applicable retroactively.
- 4.5 In the event that any newly adopted law, rule, regulation, or judgment increases Company's costs of providing Services, Customer shall pay Company's additional costs of providing Services under the new law, rule, regulation or judgment.

SECTION 5 - TERM

Unless sooner terminated as provided herein, the term of this Agreement shall be for Sixty (60) months from the Service Date ("Term"). In the case of multiple Service Dates, the Term shall be Sixty (60) months from the last Service Date. Upon the expiration of the Term, this Agreement shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the initial Service Term and from time to time therein, Company may modify the charges for the Services to reflect then-current prevailing pricing subject to thirty (30) days prior notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing for the remainder of the Renewal Term.

SECTION 6 - TERMINATION WITHOUT FAULT; DEFAULT

- 6.1 Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate this Agreement at any time during the Term, or any Renewal Term, upon (i) sixty (60) days prior written notice to Company and (ii) the payment of 100% of the remaining Recurring Charges ("Termination Charges") payable to Company within ten (10) days following termination of the Agreement ("Termination Charges").
- 6.2 (a) Company may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. If Company terminates the agreement under this subsection 6.2(a), Customer shall have no obligation to pay any remaining Monthly Recurring Charges as a result of Termination by the Company, with the exception of any past due amounts.
- (b) Any breach of Article 9A shall be deemed a material breach of this Agreement. In the event of such material breach, Company shall have the right to restrict, suspend, or terminate immediately any or all Service, without liability on the part of Company, and then to notify Customer of the action that Company has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement. In the event Company terminates service under this subsection 6.2(b), Customer shall be responsible for the payment of all past due amounts and Termination Charges in addition to any other remedies as identified in section 6.4.
- 6.3 In the event of default, either Party may terminate this Agreement. A "default" exists under this Agreement upon the following events:
- (i) either Party's failure to meet or perform any material term, provision, covenant, agreement, or obligation contained in this Agreement; provided that the non-defaulting Party so advises the defaulting Party in writing of the event of default and the defaulting Party does not remedy the default within thirty (30) days after written notice thereof; or
- (ii) either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party.
- (iii) Customer is in breach of a payment obligation and fails to make payment in full within ten (10) days after receipt of written notice of default.
- 6.4 The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.
- 6.5 In addition to the remedies set forth in Section 6.4 above; Company shall be entitled to Termination Charges for any Customer Default.

SECTION 7 - SERVICE RESPONSE TIMES

- 7.1 Maintenance Service consists of the repair or replacement, at Company's option, of any portion of the Network that is malfunctioning. Company will maintain the Network twenty-four (24) hours a day, seven (7) days per week, every day of the year.
- 7.2 In the event that Company, in responding to a Customer-initiated service call, determines that the reason for such service call is due to Customer-provided equipment or Customer's actions or omissions, acts or omissions of third parties with whom Customer has any type of relationship, Customer shall compensate Company for Company's costs of such service call at the rate of \$50.00 per half hour and \$150.00 per truck roll charge.

SECTION 8 - LIMITATIONS ON WARRANTIES AND LIABILITY

- 8.1 COMPANY WILL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, COMPANY'S AGGREGATE LIABILITY TO CUSTOMER FOR ANY DAMAGES OF ANY KIND UNDER THIS AGREEMENT WILL NOT EXCEED, IN AMOUNT, A SUM EQUIVALENT TO THE APPLICABLE OUTOF-SERVICE CREDIT.
- 8.2 THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 8.3 Company's liability for mistakes, errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively, "Liability"), excluding any Liability caused by force majeure events or Customer actions, omission or equipment, shall be limited solely to 1/30th of the Monthly Recurring Charge, for the affected portion of the Service, for one or more Liabilities of at least two (2) hours in duration in any 24-hour period that is not coincident with any other Liability, ("Credit"), provided that the Liability is reported by Customer during the duration of the Liability.
- 8.4 Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the Service including, but not limited to, the inability of a supplier to provide equipment in a timely manner for Network, or for damages associated with services, facilities, or equipment which it does not furnish, including, but not limited to, damages which result from the operation of Customer's system, equipment or facilities. In no event shall Company, its affiliates, its/their employees agents, contractors, merchants, or licensors be liable for any loss, damage or claim arising out of or related to: (1) stored, transmitted, or recorded data, files, or software. (i.e., Customer is advised to back up all data, files and software prior to the installation of service and at regular intervals thereafter); (2) interoperability, interaction or interconnection of the Service provided under this Agreement with applications, equipment, services or networks provided by Customer or third parties.
- 8.5 Neither Customer nor its agents or independent contractors shall offer third parties warranties or representations for the Service which would obligate or otherwise bind Company beyond any warranty or representation expressly set forth in this Agreement.
- 8.6 Customer is prohibited from reselling Company-provided Services in any way. Customer, its employees, agents and independent contractors shall not use the Network to provide any product or Service that directly or indirectly competes with any product or Services provided by the Company (Non-Compete).

SECTION 9 - INDEMNIFICATION

- 9.1 Subject to Section 8, each Party ("Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party"), its affiliates, officers, directors, employees, stockholders, partners, independent contractors and agents from and against any and all joint or several costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amount of any nature, including reasonable fees and disbursements of attorneys, accountants, and experts (collectively, "Damages"), arising from any and all claims, demands, actions, suits, or proceedings whether civil, criminal, administrative, or investigative (collectively, "Claims") relating to:
- (i) Any Claim of any third party resulting from the gross negligence or willful act or omission of Indemnifying Party arising out of or related to this Agreement, the obligations hereunder, and uses of Services; and
- (ii) Any violation of this Agreement by the Indemnifying Party or any violation of any law, rule, regulation, or order of any governmental authority having jurisdiction over any aspect hereof, or in violation of any patent, right, license, agreement, or certificate relating to the subject matter hereof.
- 9.2 The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Section 9. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 9A - USE POLICIES

9A.1 Customer agrees to ensure that all uses of the Services installed at its premises ("use") are legal and appropriate. Specifically, Customer agrees to ensure that all uses by Customer or by any other person ("user"), whether authorized by Customer or not, comply with all applicable laws, regulations, and written and electronic instructions for use. Company reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if Company (i) determines that such use or information does not conform with the requirements set forth in this Agreement, (ii) determines that such use or information interferes with Company's ability to provide the Services to Customer or others, or (iii) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use. Furthermore, to the extent Customer purchases Internet bandwidth services, such Services shall be subject to Company's Acceptable Use Policies ("AUP") that may limit use. The AUP and other policies concerning the Services are posted http://www.comcast.com/business or on another web site about which Customer has been notified, and are incorporated to this Agreement by reference. Company may update the use policies from time to time, and such updates shall be deemed effective seven (7) days after the update is posted online, with or without actual notice to Customer. Accordingly, Customer should check the above web addresses (or the applicable successor URLs) on a regular basis to ensure that its activities conform to the most current version of the use policies. Company's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other users' use or information.

9A.2 Violation. Any breach of this Article 9A shall be deemed a material breach of this Agreement. In the event of such material breach, Company shall have the right to restrict, suspend, or terminate immediately any or all Service, without liability on the part of Company, and then to notify Customer of the action that Company has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

SECTION 10 - INSURANCE

- 10.1 Company shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including premises operations, broad-form property damage, personal injury hazards and contractual liability.
- 10.2 Customer shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including premises operations, broad-form property damage (including, if appropriate, flood damage), personal injury hazards and contractual liability.
- 10.3 The liability limits under these policies shall be one million (\$1,000,000) dollars per occurrence, with a combined single limit for bodily injury and property damage liability.

SECTION 11 - ASSIGNMENT

- 11.1 Neither Party shall assign any right, obligation or duty, in whole or in part, or of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld. The foregoing notwithstanding, Company may assign this Agreement to any affiliate, related entity, or successor in interest without Customer's consent. In addition, Company may partially assign its rights and obligations hereunder to any party which acquires from Company all or substantially all of the assets of cable franchise(s) in which the Service is deployed to Customer.
- 11.2 All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party.

SECTION 12 - FORCE MAJEURE

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, act of terrorism, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

SECTION 13 - SEVERABILITY

In the event that any one or more of the provisions in this Agreement shall for any reason be held invalid, unenforceable, or void in any respect under the laws of the jurisdiction governing the entire Agreement, such provision(s) shall be construed so as to render it enforceable and effective to the maximum extent possible in order to effectuate the intention of this Agreement; and the validity, legality, and enforceability of the remaining provisions hereof shall not be affected or impaired.

SECTION 14 - THIRD-PARTY BENEFICIARIES

No provision in this Agreement is intended, nor shall any be interpreted, to provide any person not a Party to this Agreement with any remedy, claim, liability, reimbursement, cause of action or create any other third party beneficiary rights against Company.

SECTION 15 - INDEPENDENT CONTRACTORS

- 15.1 The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.
- 15.2 The requirements of this Article shall survive the expiration, termination, or cancellation of this Agreement to the greatest extent permitted by law.

SECTION 16 - NONDISCLOSURE

- 16.1 Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing Party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.
- 16.2 Customer shall not disclose to third parties the rates, terms, or conditions of this Agreement or any proprietary or confidential information of the Company, except as necessary for the operation of Customer's business and under non-disclosure agreement between Customer and third parties, or as required by law.

SECTION 16A - CUSTOMER PRIVACY POLICIES

- 16A.1 In addition to the provisions of Article 16, the privacy policy below applies to Company's handling of Customer confidential information. In the event of a conflict between the provisions of Article 16 and any provision of the privacy policy below, the applicable provision of the privacy policy shall prevail in the resolution of the conflict. A copy of Company's privacy policy is available at http://www.comcast.com/customerprivacy/. Company may update this policy from time to time, and such updates shall be deemed effective upon posting.
- 16A.2 Privacy Note Regarding Information Provided to Third Parties: Company is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policies. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

SECTION 17 - NOTICES

17.1 Any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery, or overnight courier, or via U.S. Certified Mail, Return Receipt Requested, at the following addresses:

To Customer:

Attn: DJ Skogsberg Taft School District 90 1605 S Washington St

Lockport, IL 60441

With an additional customer copy to:

To Company;

Attn.: VP – Business Services Comcast Business Communications, LLC. One Comcast Center Philadelphia, PA 19103

With a copy to:

Attn.: Cable Law Department Comcast Cable Communications, LLC. One Comcast Center Philadelphia, PA 19103

SECTION 18 - HEADINGS AND TITLES

The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

SECTION 19 - GOVERNING LAW AND COURTS

The domestic law of the state in which the Services are provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law.

SECTION 20 - COMPLIANCE WITH LAWS

Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

SECTION 21 - AMENDMENTS; NO WAIVER

- 21.1 This Agreement may be amended only by written agreement signed by authorized representatives of both Parties.
- 21.2 No waiver of any provisions of this Agreement or to any default under this Agreement shall be effective unless the same shall be in writing and signed by or on behalf of the Party against whom such waiver is claimed.
- 21.3 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement shall be construed as a waiver of such term, right or condition.
- 21.4 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

SECTION 22 - SURVIVAL

Provisions contained in this Agreement that by their sense and context are intended to survive the performance, termination or cancellation of this Agreement hereof by any Party hereto shall so survive.

SECTION 23 - FULLY INTEGRATED

This writing constitutes the entire agreement between the Parties as to the

Page 6 of 6

CONFIDENTIAL and PROPRIETARY

subject matter hereof and supersedes and merges all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the Agreement.

SECTION 24 -INTERPRETATION OF AGREEMENT

This Agreement is a negotiated document. In the event that this Agreement requires interpretation, such interpretation shall not use any rule of construction that a document is to be construed more strictly against the Party who prepared the document.

SECTION 25 - RIGHT TO ENTER INTO CONTRACTS

Nothing herein shall be construed as preventing either Party hereto from entering into similar contractual arrangements with other parties, unless such contracts would conflict with the performance of this Agreement.

SECTION 26 - REMEDIES CUMULATIVE

All rights of termination, or other remedies set forth in this Agreement are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of this Agreement; provided, however, that Party shall not be entitled to retain the benefit of inconsistent remedies.

SECTION 27 - COUNTERPARTS

This Agreement may be executed simultaneously in two or more counterparts, each counterpart shall be deemed an original, and all counterparts individually or together shall constitute one and the same instrument.

FIRST AMENDMENT To

Network Services Agreement No. IL-39503-021313-01

This First Amendment ("Amendment") is concurrently entered into on February 13th, 2013 ("Effective Date") in conjunction with Network Services Agreement No. IL-39503-021313-01 ("Agreement") by and between Comcast Business Communications, LLC ("Company") and Taft School District 90 ("Customer"), individually referred to herein as "Party" and jointly referred to as "Parties". In the event of conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question. Unless otherwise set forth herein, all capitalized terms set forth herein shall have the same meaning as set forth in the Agreement.

Whereas, the Parties desire to amend the Agreement by this writing to reflect the amended or additional terms and conditions to which the Parties have agreed to;

Now, therefore, in consideration of the mutual covenants, promises, and consideration set forth in this Amendment, the Parties agree as follows:

1. Section 2.3 of the Agreement is hereby modified to read as follows:

"Company and its employees, agents, lessees, officers and its authorized vendors will require ingress and egress into and out of the Buildings in connection with the provision of Services. Upon reasonable notice from Company, Customer shall assist Company in accessing each Building. Any and all employees, agents, lessees, officers and/or authorized vendors of Company shall only be permitted to enter Customer's property if accompanied by an authorized employee of Customer. Any and all such employees, agents, lessees, officers and/or authorized vendors of Company shall abide by all reasonable policies of the Customer while on Customer's premises including, but not limited to security measures. Company is responsible at all times for the conduct of their employees, agents, lessees, officers and/or authorized vendors of Company while on the Customer's premises. Company will be excused from service performance for the period of time the Company is unable to access Customer's premises, including the payment of Credits. Either Party reserves the right to terminate the Agreement and Services, in the event Company is unable to gain access to the Customer's premises for thirty (30) days or more."

2. Section 3.2 of the Agreement is hereby modified to read as follows:

"For a period of ninety (90) days following Company's discontinuance of Service to the Buildings, Company retains the right to remove the Network including, but not limited to, that portion of the Network that is located in the Buildings. To the extent Company removes such portion of the Network, it shall be responsible for returning the Buildings to their prior condition, reasonable wear and tear excepted."

3. Section 4.5 of the Agreement is hereby modified to read as follows:

"In the event that any newly adopted law, rule, regulation, or judgment (excluding judgments filed against Company) increases Company's costs of providing Services, Customer shall pay Company's additional costs of providing Services under the new law, rule, regulation or judgment.

4. Section 28 is hereby added to the Agreement to read as follows:

"The Parties acknowledge that Network Services Agreement No. IL-39503-021313-01 ("NSA") is wholly contingent upon the mutual execution of the Comcast Business VoiceEdge Services Sales

Order Form ("BVE SOF") dated February 13, 2013. In the event both the NSA and BVE SOA are not mutually executed, The NSA shall be deemed void and of no effect."

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties. Except as otherwise modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

Taft School Distr	ict 90	Comcast Business Communications, LLC
Signature:		Signature:
Printed Name:	Dr. DJ Skoushera	Printed Name:
Title:	Japan toutent	Title:
Date:	02/21/20/3	Date:

FIRST AMENDMENT

To

Network Services Agreement No. IL-39503-022113-01

This First Amendment ("Amendment") is concurrently entered into on February 21st, 2013 ("Effective Date") in conjunction with Network Services Agreement No. IL-39503-022113-01 ("Agreement") by and between Comcast Business Communications, LLC ("Company") and Taft School District 90 ("Customer"), individually referred to herein as "Party" and jointly referred to as "Parties". In the event of conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question. Unless otherwise set forth herein, all capitalized terms set forth herein shall have the same meaning as set forth in the Agreement.

Whereas, the Parties desire to amend the Agreement by this writing to reflect the amended or additional terms and conditions to which the Parties have agreed to;

Now, therefore, in consideration of the mutual covenants, promises, and consideration set forth in this Amendment, the Parties agree as follows:

1. Section 2.3 of the Agreement is hereby modified to read as follows:

"Company and its employees, agents, lessees, officers and its authorized vendors will require ingress and egress into and out of the Buildings in connection with the provision of Services. Upon reasonable notice from Company, Customer shall assist Company in accessing each Building. Any and all employees, agents, lessees, officers and/or authorized vendors of Company shall only be permitted to enter Customer's property if accompanied by an authorized employee of Customer. Any and all such employees, agents, lessees, officers and/or authorized vendors of Company shall abide by all reasonable policies of the Customer while on Customer's premises including, but not limited to security measures. Company is responsible at all times for the conduct of their employees, agents, lessees, officers and/or authorized vendors of Company while on the Customer's premises. Company will be excused from service performance for the period of time the Company is unable to access Customer's premises, including the payment of Credits. Either Party reserves the right to terminate the Agreement and Services, in the event Company is unable to gain access to the Customer's premises for thirty (30) days or more."

2. Section 3.2 of the Agreement is hereby modified to read as follows:

"For a period of ninety (90) days following Company's discontinuance of Service to the Buildings, Company retains the right to remove the Network including, but not limited to, that portion of the Network that is located in the Buildings. To the extent Company removes such portion of the Network, it shall be responsible for returning the Buildings to their prior condition, reasonable wear and tear excepted."

3. Section 4.5 of the Agreement is hereby modified to read as follows:

"In the event that any newly adopted law, rule, regulation, or judgment (excluding judgments filed against Company) increases Company's costs of providing Services, Customer shall pay Company's additional costs of providing Services under the new law, rule, regulation or judgment.

4. Section 28 is hereby added to the Agreement to read as follows:

"The Parties acknowledge that Network Services Agreement No. IL-39503-022113-01 ("NSA") is wholly contingent upon the mutual execution of the Comcast Business VoiceEdge Services Sales

Order Form ("BVE SOF") dated March 7, 2013. In the event both the NSA and BVE SOA are not mutually executed, The NSA shall be deemed void and of no effect."

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties. Except as otherwise modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

Taft School Dist	rict 90	Comcast Business Communications,	LLC
Signature:	2677	Signature:	
Printed Name:	Dr. Det SKUGSBERG	Printed Name:	
Title:	SUPERINTENDENT	Title:	
Date:	03/13/20/3	Date:	7



SALES ORDER - BUILDING LOCATION DETAIL

	ATION INFORMATION	<u>1</u>			
Billing Name	Taft School District 90			Contact Nam	ne DJ Skogsberg
County				Ema	ail djskogsberg@taft90.org
	1605 S Washington St			Phor	ne (815) 838-0408 Ext:
City State, Zip	Lockport	IL	60441-	Fa	axx
Tax Exempt	Yes			Cell / Pag	er
Billing Interval				Cust req due da	te
SERVICE LOC	ATIONS				
Site Name:	Taft School District 90			LocalContact	DJ Skogsberg
County	Will			— Email	djskogsberg@taft90.org
Address 1	1605 S Washington St			Phone	(815) 838-0408 Ext:
Address 2				Fax	
Floor	1		-	Cell / Pager	
Room				 Latitude	
City State, Zip	Lockport	IL.	60441-	Longitude	
Site Name:				Local Contact	
County				Email	
Address 1				Phone	
Address 2				Fax	
Floor				Cell / Pager	
Room				Latitude	
City State, Zip			-	Longitude	

COMCAST ENTERPRISE SERVICES SALES ORDER FORM METRO ETHERNET SERVICES AND PRICING

			Account Name:	Account Name: Taft School District 90		Date:	2/13/2013		
			MSA ID#:		IL-241956-mguin	:#di os	IL-2419	IL-241956-mguin-147059	
	-		. ;	BVE Port					
			Short Description of Service:						
			Service Term:	36 MONTHS					
								Solution C	harges
Line	Request	`	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Monthly One-Tir	One-Time
90	1_	nnc '	- PAG LOIL	LIOL	an School District 90 / 1605 S W		Interstate	20.00	\$0.00
8			•					80.00	\$0.00 \$0.00
96		•						\$0.00	\$0.00
200		,			1	•		\$0.00	\$0.00
86		. ,				4		\$0.00	\$0.00
900	1	-						\$0.00	\$0.00
600	1				•			20.00	\$0.00
010	•	,			•			\$0.00	\$0.00
2 5	1		1		r	r		\$0.00	\$0.00
212								\$0.00	\$0.00
2 5			•		1	1		\$0.00	\$0.00
2.5					•	5		\$0.00	\$0.00
25		<u>-</u>						20.00	\$0.00
017								\$0.00	20.00
018	•							80.00	80.00
9	ا				-			\$0,00	\$0.00
250		•	*		-	4		\$0.00	\$0.00
3 5						•		\$0.00	\$0.00
3 2					•	t		\$0.00	\$0.00
024		. . -			1	•		\$0.00	20.00
025								20.00	80.00
028	1					•		\$0.00	\$0.00
027		•	4		-			\$0.00	\$0,00
028		-			-	•		\$0.00	\$0,00
200	1	•			•			\$0.00	\$0.00
3 6		-						\$0.00	\$0.00
032	·	. . -	•			1		00.03	20.00
033			•		•			00.00	20.00
034		ı						\$0.00	\$0.00
935	<u>'</u>	•			•			\$0.00	\$0.00
980	,		•		ŧ	4		\$0.00	\$0.00
3					,	•		\$0.00	\$0.00
200		-			•	_		\$0.00	\$0.00
3 5			1		1			00.08	\$0.00
3 5	<u> </u>				•	•		80.00	80.00
8		,						90.00	0000
043								2000	20.00
44		ŀ						0008	00.03
045	·	1			•			\$0.00	\$0.00
046	ľ	1				•		\$0.00	\$0.00
047			-					\$0.00	\$0,00
946	١	•			-	•		\$0.00	80.00
2,50					1	-		\$0.00	\$0.00
Ę,				chart and a	Confidence of the Confidence o			\$0.00	\$0,00
				Services Locatio	n Details attached	CYO	. o elibrotal .	000	000

Technical/Local Technical/Local Contact Email Technical Contact On Site

Contact Phone # Address (Yes/No)

[15-838-4408 | diskogsberg@iall90.org | Yes Account Name: Technical/Local Contact Name COMCAST ENTERPRISE SERVICES SALES ORDER FORM Zip Code SERVICE LOCATION DETAIL INFORMATION IL-241956-mguin-147059 State City ☐;#dt os Address 2 Address 1 Date: 2/13/2013 MSA ID#: Location Name/Site ID PAGE 3 of 3



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

				METRO ETH	METRO ETHERNET SERVICES AND PRICING	S)			
			Account Name: IT	Account Name: Taff School District 90		Date:	2/11/2013		
			MSA ID#:		IL-241596-Ikasi-206329	SO ID#:		206329	
			Short Description of Service:	1 site new customer 25M EDI					
			Service Term:	60 MONTHS					
<u>.</u>		Н	Control					Solution Charges	harges
<u> </u>	٤	1	Service(s)		Service Location A*	Service Location Z*	Tax Junisdiction	Monthly	One-Time
005	New	Add	EDI - Bandwidth	25 Mbps	Taff School District 90 / 1605 S Wa		Interstate	\$354.21	\$0.00
ĕ		1	1		_	1		\$0.00	\$0.00
ģ			-			E		\$0.00	\$0.00
ğ					•	•		\$0.00	\$0.00
8		-	4			F		\$0.00	\$0.00
90		-						00.04	\$0.00
ĕ		1						\$0.00	\$0.00
ᅙ	١	•				•		\$0.00	\$0.00
6			•		t			\$0.00	\$0,00
5	1	•				-		\$0.00	\$0.00
5 8		•						\$0.00	\$0.00
5 6	•					4		\$0.00	\$0.00
5 2		.			-	1		\$0.00	\$0.00
5 2	l		•		•	•		\$0.00	\$0.00
5 6		-			•	1		20.00	20.00
ő		-						90.00	20.00
8								00.00	\$0.00
8		,			1			00.00	80.00
8	2	,				F		\$0.00	\$0.00
ä		1	_					\$0.00	\$0.00
Š		1	1		•	1		\$0.00	\$0.00
22		•			•			\$0.00	\$0.00
Š	9	-			•	•		\$0.00	\$0.00
2 2						•		\$0.00	\$0.00
ŠŠ								80.00	\$0,00
3 8		•						\$0.00	\$0.00
38		1					***************************************	\$0.00	\$0.00
38		<u>. </u>	4					\$0.00	\$0.00
3 8					•			\$0.00	\$0.00
8								90,00	90.00
ë		ŀ						00.09	00.00
ő		•						80.00	90.08
93			•					80.00	\$0.00
ő			•			-		80.00	\$0.00
É					1	1		\$0.00	\$0.00
ž	0		1					80.00	\$0.00
8	-	,	•		1			\$0.00	\$0.00
8								00.09	80.00
2								00.09	00.00
8								0000	00.03
9								00.00	00.09
ğ								00.00	00.00
2								00.00	90.00
2			1					20.00	80.00
Š						*		\$0.00	\$0.00
8	, 0							00'08	90.00
;			4	* Services Location Details attached	Detaile attached			20,000	40.00
					Celara Bitacros	PAGE	PAGE 2 SUBTOTAL:	\$627.00	\$0,00

Adament allouination.		
coation Name:	Taft School District 90	
Company Name;		
Contact Name:	1605 S. Washington St.	
Address 1:		
Address 2:		
Gitv.:	Legent A CA COOP	
State:		
Zlb;	60441	-
Business Phone;	815-838-0408	
Cell Phone:		
Fax Number;		
Email:	d/skodsbero@taft90.org	•
Technical Contact Name:	Queeall Zinny	L'ANNO Y
Technical Contact Phone Number:	640-500-15/72	
Technical Contact Email Address:	rzimny@zianes	イオイ
Tochnical Contrast On Oile O(81)	\$10	

	diskoaspero@taff90.org	Succession of the support of the sup		Zinity@zimz			
Fax Number;	Email: Idisko	Technical Contact Name:	Technical Contact Phone Number: - 648-500	-	Technical Contact On-Site (YM) No	Detail of Monthly Recurring Charges: Business VolceEdge Fromotion Option Promotion Description	

Volca Selections	Quantity	Unit Price (Monthly)	Total Price (Monthly)	Unit Price (NRC)	Total Price (NRC)
Lines	7	\$29.95	\$209,65	\$29.85	\$209,65
Standard Seats	30	\$14.95	\$448,50	\$9.95	\$298,50
Unified Communication Seats	52	\$19,95	\$99,75	\$9.85	\$49.75
Reception Console		\$29.95	00'0\$	\$12.00	\$0.00
Auto Attendant - with a Local TN	1	\$24.95	\$24.95	\$24.95	\$24.95
Additional Hunt Group		\$19.95	\$0,00	\$12.00	\$0.00
call Cite Birge New Search and Search Search		\$9,95	\$0.00	\$12,00	\$0.00
Additional Voicemal Box		\$5.00	\$0,00	\$0.00	\$0.00
Shared Call Appearance		\$0.00	00'0\$	\$9.95	\$0.00
Toil Free Number(s) (plus usage)		\$5.00	\$0,00	\$9,95	\$0,00
Remote Call Forward (For Interlata TNs only)		\$0.00	\$0.00	\$0.00	00'0\$
20 Local TNs		\$5,00	\$0.00	\$0.00	\$0.00
100 Local TNs		\$20.00	\$0,00	\$0.00	\$0.00
200 Local TNs		\$40,00	\$0.00	\$0.00	\$0.00
500 Locat TNs		\$100.00	\$0,00	\$0,00	\$0,00
1000 Local TNs		\$200.00	00'0\$	\$0.00	\$0.00
Inventoried TNs		\$0.00	\$0,00	\$0.00	\$0.00
Additional or Atternate TNs		\$5.95	\$0.00	\$0.00	\$0.00
Customer Equipment					
EdgeMarc 4550 - 15 Call WAN Upgrade	1	\$4.95	\$4,95	\$0.00	\$0.00
EdgeMarc 4550 - 30 Call WAN Upgrade		\$9.95	\$0.00	\$0.00	\$0.00
EdgeMarc 4550 - 70 Call WAN Upgrade		\$19,95	\$0.00	\$0,00	\$0.00
Cisco 3102 ATA		\$4.95	\$0,00	\$0.00	\$0,00
Polycom Soundpoint 335 HD Phane	30	\$0.00	\$0,00	\$0.00	00'0\$
Polycom Soundpoint VVX 500 HD Phone	5	\$6.95	\$34.75	\$0.00	\$0.00
Polycom Saundpoint 670 HD Phone		\$6.9\$	\$0.00	\$0.00	\$0.00
Polycom 670 Sidecar (Requires a 670 HD		\$4.95	\$0.00	\$0.00	\$0.00
200 HD		\$19.95	\$0,00	\$0.00	\$0.00
SOFT CONTINUES OF STREET SOFT SOFT SOFT SOFT SOFT SOFT SOFT SOF		\$9.95	\$0.00	\$0.00	\$0.00
		\$4.95	\$0.00	\$0,00	\$0.00
Extraction was executed in the contraction of the c		\$6.9\$	\$0.00	\$0.00	\$0.00
Polycom Soundstation 5000		\$4.95	\$0.00	\$0.00	\$0.00
Polycom Soundstation 6000	-	\$6.95	\$6.95	\$0.00	\$0.00

	Billing Information:	
	Billing Address Details Same as Service Location?	Yes
	Billing Account Name	
	Billing Name (3rd Party Accounts)	
	Billing Contact Name	
	Billing Address 1	
	Billing Address 2	
	C)th	
	State	
	Zip	
	Billing Contact Phone	
	Billing Contact Fax	
	Billing Contact Email	
	Tax Exempt?	Yes
	"If yes, please provide and attach all applicable tax exemption certificates Andredate Monthly Requiring Charace.	x exemption certificates
ď	100	

Service Term (Months):	38
Monthly Recuring Charge:	\$829.50
Promotional Discount:	\$0.00
Total Business VolceEdge, Monthly Recurring Charge";	\$829.50
*Applicable federal, state, and local taxes and fees may apply, usage fees not included,	id,
Business VoiceEdge Standard Installation Fees;	
Total Activation Charges;	\$582.85
Site Installation Charges;	\$49.00
HONOR SIGNO (BITCH STATES SALES SALE	
Total Business VoiceEdge Standard Installation Fees;	\$631.85

Directory Listing Published	Directory Listing Phone Number	Directory Listing Display Name Taft School District 90	DA/DL Header Text Information School	Caller ID Display Name Taft School District 90	
	Directory Listing F	Directory.Listing	DA/DL Header T	Caller ID	

Date of Quote:
The terms set forth in this agreement are valid for 30 days from Date of Quote
Outstomer requests International Dailing Place
Customer may change its International Dailing preference by contacting Conrocat in witing.

Emergency 911 Information	*State	dZ.			Bullding		
Eme	*Street Number	"Street Name	Pre-Directional	SuffixType	Post Directional	*city	

*Street Number		*State	
*Street Name		dZ.	
Pre-Directional		Room	
SufflxType		Floor	
Post Directional		Bullding	
*city		Unit	
		Unit Value	
Ship to information:			
Shipping Address Same as Service Location? Yes	Yes		
Shipping Contact Name	DJ Skogsberg		
Shipping Address 1	1605 S Washington		-
Shipping Address 2			
city	Lemont		
State	1		
Zip	60441		
Shipping Contact Phone	815-838-0408		

1. This Comcast Business Class Sorkee Order Agreement sets torth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating stillates ("Comcast Business Class Sorkee Order Agreement and conditions, and Conditions and

The Christ Business Enhanced Volee Services, Industries Business VolceEdge™ ("Enhanced Volee Services") may have the E911 finitiations specified below.

Contrast Business Enhanced Volee Services and the Christ Business VolceEdge™ ("Enhanced Volee Services ("Enhanced Volee Services ("Enhanced Volee Services ("Enhanced Volee Services") may than which the Enhanced Volee Services ("Enhanced Volee Services ("Enhanced Volee Services ("Enhanced Volee Services") may than which the Services ("Enhanced Volee Services ("Enhanced Volee Services ("Enhanced Volee Services") may than which the Services ("Enhanced Volee Services ("Enhanced Volee Services ("Enhanced Volee Services") may than which the Services ("Enhanced Volee Services ("Enhanced Volee Services") may than the Volee Services ("Enhanced Volee Services") may that the Volee Services ("Enhanced Volee Services") may the Volee Services ("Enhanced Volee Services") may that the Volee Services ("Enhanced Volee Services") may th

spatched to the incorrect Service Location.

If the Registered Service Location provided in complete on normalia Compast Equipments deemed to be in an area Compast cannot support for 611 calls, Customer will be notified before the completion of the update call. In this case, Customer must use an Customers should call Concast at 1-800-391-3000 or 1-886-207-5515 (or Customers using normation fluctionality) if they have any questions or need to update a service address in the #911 system. USE OF ENHANCES AFTER EXECUTION OF THIS NOCUMENT OF THE E911 NOTICE FOR ENHANCED VOICE SERVICES.

To complete a Voice order, Customer must exactle a Concessat Lifetor Annotation ("LOA") and submit to Conneasts the rest Annotation ("LOA") and submit to Conneasts or Conneas

iss a SPIN No. of 143035551. Services provided hereunder shall commence on or after July 1, 2013.

Any Business Voice Edge Services set forth herein shall be provided by Comcast IP Phone, LLC which h	I be provided by Comcast IP Phone,	LLC which P
FOR COMCAST USE ONLY		
Sales Representative PERNR:		
Sales Manager/Director:		٠
Sales Manager/Director Approval;		
Market		
Region	#WA	
Division	#W.A	
Lead (D:		
Account Rep Name:		
Telephone Number:		
Email Address:		
VSS/SE Name:		
VSS/SE Email:		
Transport Type:		
Fiber Status		
Sales Channel:		
SF Account ID:		
SF Location ID;		
SF Opportunity ID:		
Primary Site:		
Customer Requested Date:		

GUSTOWER SIGNATURE Signing below, Customer agrees to the regime and concilions of the Print The	COSTOMER SIGNATURE	Signature:	Title: Car 21/2	
---	--------------------	------------	-----------------	--

SALES ORDER DETAIL - BUSINESS VOICEEDGE SERVICES

CUSTOMER ANTONINATION.	
Location Name:	Taft School District 90
Company Name:	Taft School District 90
Contact Name:	DJ Skogsberg
Address 1:	1605 South Washington Street
Address 2:	
CIN:	Lockport
State:	
Zip	80441
Business Phone:	815-838-0715
Cell Phone:	
Fax Number:	
Email:	diskogsberg@taf90 om
Technical Contact Name:	DJ Skonsbem
Technical Contact Phone Number:	815-838-0715
Technical Contact Email Address:	diskoosbera@tafl90.pro
Technical Contact On-Site (Y/N)	<u></u>
Site Type:	
Parent Location:	

Detail of Monthly Recurring Charges: Business VolceEdge Promotion Option

Voice Selections	Quantity	Unit Price (Monthly)	Total Price (Monthly)	Unit Price (NRC)	Total Price (NRC)
Lines	7	\$29.95	\$209.65	\$24.95	\$174,65
Standard Seats	80	\$14.95	\$119.60	\$0.00	\$0.00
Unified Communication Seats	27	\$19,95	\$538.65	\$0.0\$	\$0.00
Reception Console		\$29.95	\$0.00	\$0.00	\$0.00
Auto Attendant - with a Local TN	1	\$24.95	\$24.95	\$12.00	\$12.00
Additional Hunt Group		\$19.95	\$0.00	\$12.00	\$0.00
Call galler and the state of th		\$9.95	\$9.00	\$12.00	\$0.00
Additional Voicemail Box	13	\$5.00	\$65.00	\$0.00	\$0.00
Shared Call Appearance		\$0.00	.00"0\$	\$9,95	\$0.00
Toll Free Number(s) (plus usage)		\$5.00	\$0.00	\$9,95	\$0.00
Remote Call Forward		\$0.00	\$0,00	\$0,00	\$0.00
20 Local TNs		\$5.00	\$0.00	\$9,00	\$0.00
100 Local TNs		\$20.00	\$0.00	\$0.00	\$0,00
200 Local TNs		\$40.00	\$0.00	\$9.00	\$0.00
500 Local TNs		\$100.00	\$0.00	\$0.00	\$0,00
1000 Local TNs		\$200.00	\$0.00	\$0.00	\$0.00
Inventoried TNs		\$0.00	\$0.00	\$0.00	\$0.00
Additional or Alternate TNs		\$2,85	\$0.00	\$0.00	\$0.00
Customer Equipment					
EdgeMarc 4550 - 15 Call WAN Upgrade		\$4.95	\$4,95	\$0.00	\$0.00
EdgeMarc 4550 - 30 Call WAN Upgrade		\$9.85	\$0.00	\$0.00	\$0.00
EdgeMarc 4550 - 70 Call WAN Upgrade		\$19,95	\$0.00	\$0.00	\$0.00
Cisco 3102 ATA		\$4,95	\$0.00	\$0.00	\$0.00
Polycom Soundpoint 335 HD Phone	30	\$0.00	\$0.00	\$0.00	\$0.00
Polycom Soundpoint VVX 500 HD Phone	5	\$6.95	\$34.75	\$0.00	\$0,00
Polycom Soundpoint 670 HD Phone		\$9.95	\$0.00	\$0.00	\$0.00
Polycom 670 Sidecar (Requires a 670 HD		\$4.95	\$0.00	\$0.00	\$0,00
Polycom VVX 1500 HD		\$19.95	\$0.00	\$0.00	\$0,00
		\$9.95	\$0.00	\$0.00	\$0,00
CONTRACTOR		\$4,95	\$0.00	\$0.00	\$0.00
Four extra vivos signals (processes and second		\$6.9\$	\$0.00	\$0.00	\$0.00
Polycom Soundstation 5000		\$4.95	\$0,00	\$0.00	\$0.00
Tokacom Spinodelation Booo		20 00	****		

count Name. me (3rd Party Accounts) mit act Name dress 2	lling Address Details Same as Service	Yes
	ling Account Name	Taff School District
	ing Contact Name	DJ Skogsberg
	ing Address 1	1605 S Washington

Billing Address Details Same as Service			
	Yes		
Location?			
Billing Account Name	Taff School District 90		
Billing Name (3rd Party Accounts)			
	DJ Skogsberg		
Billing Address 1	1605 S Washington Street		
Billing Address 2			ı
City	Lackbort		
State	1		ŀ
Zip	60441		
Billing Contact Phone	815-838-0715		1
	disknasbera@taff90.om		ŀ
	Yes	-	ĺ
rovide and attach all applicable tay	Cexemption certificates		
Aggregate Monthly Recurring Charges			
Samira Lorra (Monthe):			

Service Ferm (Months):	36
Monthly Recuring Charge:	\$997.55
Promotional Discount:	\$0.00
Total Business VoiceEdge Monthly Recurring Charge*;	\$997.55
Accessional and an annual state of the state	

Business VoiceEdge Standard Installation Fees: Total Activation Charges:

	00.0014
Site Installation Charges:	\$0.00
Expedite Official and Expension of the Control of t	
Total Business VoiceEdge Standard Installation Fees:	\$186,65

	ublished	115-838-0408	Faft School District 90	school	Taft School District 90
•	Directory Listing Published	Directory Listing Phone Number 815-838-0408	Directory Listing Display Name Taft School District 90	DA/DL, Header Text Information School	Caller ID Display Name Taft School District 90

Date of Quote: 7-Mar-13

The terms set forth in this agreement are valid for 30 days from Date of Quote
Pouting | Yes
Customer requests International Dialing ? | Nos
*Customer requests International Dialing ? | No

Emergency 911 Information	nation		
	1605	State	
*Street Name	Washington	*Zip	60441
Pre-Directional	S	Room	
Suffix/Type	Street	Floor	
Post Directional		Building	
*City	Lockport	Unit	

Ship to Information:

Shipping Address Same as Service Location? Yes	Yes
Shipping Contact Name	DJ Skogsberg
	1605 S Washington Street
Shipping Address 2	
City	Lockbort
State	1
Zip	80441
Shipping Contact Phone	815-838-0715

1. This Comcast Business Class Service Order Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating strillates "Commuss," will provide the Services to Customer. This Comcast Business Class Forms and Conditions, and conditions," and any jointly executed amendments; Charmeter (SOA), this farcement is the SOA, The SoA, This SOA, Th successor URL), both of which Comcast may update from time to time.

2. Each Concast Business Class Service (Service) carries a 60 day money back guarantee. If within the first skyy days following Service activation customer in success Service (Service and Compast, will issue a refund for Service charges, and optional service seconded. In order to be eligible for the refund, Customer must cancel Service within sky days of activation and return any Compast-provided equipment in good working order. In no event shall the refund exceed \$500,00.

The refund exceed \$500,00.

The ROLLSTOMERS SUBSCRIBING TO COMCASTS BUSINESS CLASS ENHANCED VOICE SERVICE (INCLUDING BUSINESS VOICEEDGE ""); CUSTOMER ACKNOWLEDGES RECEIPT AND UNDERSTAND OF THE FOLLOWING E91 NOTICE FOR ENHANCED VOICE

Comcast Business Enhanced Voice Services, including Business VoiceEdga™ (Enhanced Voice Services) may have the EB11 limitations specified below.

In order for 1 cals to be properly directed to emergency services using Enhanced Volce Services, Concast must have the correct services address (i.e. street address, floor and/or office number) for each telephone number and extension used by the Customer services and/or Emhanced Volce Services, and/or Emhanced Volce Services, and/or Emhanced Volce Services are moved to a different lessation without or map sent telephone succession to map sent telephone and extension to the correct location, and for updating the system as recessory to refer moves or additions of stations within the premises.

Enhanced Voice Services uses electrical power in the Customer's premises.

- Enhanced Voice Services cells, including cells to 811, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.

- Comcast only supports 911 emergency calling with Enhanced Voice Services in those areas in the U.S., where Comcast can direct your company's 911 call to the appropriate PSA+ in anienter consistent with applicable laws, mies, and regulations, including, without limitation, FCC rules and requirements. In an area where Comcast cannot support 911 calls, Customer will be notified before the completion of the update call. In this case, Customer must use an alternative means of accessing 911.

- Failure by Customer to make subsequent address, including updates to restore service address to theoriginal registered Service Location, or failure to allot sufficient time for the Service Location and address.

If the Registered Service Location provided th conjunction with the user of nomadic Comcast Equipmentis deemed to be in an area Comcast cannot support for 911 calls, Customer will be notified before the completion of the update call. In this case, Customer must use an alternative means of accessing 911.

- Customers should call Comeast at 1-800-391-3000 or 1-866-207-5515 (for Customers using normadic functionality) if they have any questions or need to update a service address in the edit 1 system. USE OF ENHANCED VOICE SERVICES AFTER EXCUTION OF THIS DOCUMENTORIES OF SUSTOMERS ACKNOWLED FOR ENHANCED VOICE FOR ENHANCED VOICE SERVICES.

1. To comparative or Notice order, Customer must execute a Common that I car of Addressing the CAS and submit it to Common that and submit is no common to the common that are subject to change prior to the install. Customers should not print their new number on stationery or cards until side the install is complete.

2. Movifications of the Agreement, if any, must be captured in a written Amendment, executed by an authorized Common tile Customer. All other attempts to modify the Agreement shall be void and non-binding on Common. Equipment by an authorized Common tiles and coordinate them said conditions of this Agreement.

Kevin Burnson
Jeff Cobb
87712000-Chleago West
Chicago Region
Central Division Enterprise IL-241958 10166147 Sales Channel:
SF Account ID:
SF Location ID:
SF Opportunity ID:
Primery Site:
Customer Requested Date: VSS/SE Name: VSS/SE Emall: Lead ID: Sales Managen/Director Approvat: Market: ccount Rep Name: Tetephone Number: Ernail Address: Fiber Status

of this Agreemen CUSTOMER SIGNATUR Title: Print: By signing below, Customer



Letter of Agency

Billing Name ("Co	.mpany"):		Taft School Dist	rict 90	
-	(A		ıstomers bill copy)		
Billing Address:			5 South Washingto		
City:	Lockport	State	e: <u>IL</u>	Zip:	60441
If the company is so Company's current	witching its current phone notes to local phone service provide	umber(s) to Como ers in the spaces t	ast, please print the toelow.	telephone number	(s) and the name(s) of
	l telephone number(s) Cc 555-0000 thru 215-555-99		witched to Comcasi	t (you may also i	nsert a number
	Billing Telephone Number	er Currer	nt Local Provider	<u></u> _	
[815-838-0408		CIMCO		
Ī					
[-				
[
[
1					
1	,				
					
· •				· ·	
· .					
·					
-		-			
ŀ					
ŀ				—	
L	<u> </u>				
Please read the follo	wing:				
the country and world of its current landline services, it may design	n authorized representative Con lwide for the telephone number phone service provider(s) for l nate only one provider per serv all distances, which means that	r(s) listed above (if a local, local toll, and vice for any one telep	applicable). Company i long distance services. phone number. Compar	understands that Cor Company understar ny also understands	meast will take the place nds that, for each of these that the service provided
service provider(s), ar	gnature on this form authorizes nd to switch Company's teleph ler(s) may charge a fee to switc	one number(s), lister	d above (if applicable),	to Comcast. Compa	any understands that its
Please sign here:					
	<	-8/X)/			
a 41 1 1 1 100	entative's Signature:	1810 8	I	Date: <u># # # # # # # # # # # # # # # # # # #</u>	21/2813
•	-		- 0, (
•	entative's Name (Print):	07	Dr. DJ Skrysbe	•	



Letter of Agency

Billing Name ("Co	ompany"):	1	aft School D	istrict 90	
		pears on custo			
Billing Address: City:	Lockport	1605 State:	outh Washing IL	jion Zip:	60441
City.	Lockbort		15		00441
	witching its current phone number local phone service providers in t			ne telephone number	(s) and the name(s) of
	telephone number(s) Compar 555-0000 thru 215-555-9999):	ny wants switc	hed to Comc	ast (you may also i	nsert a number
	Billing Telephone Number	Current L	ocal Provider		
	815-838-0408		Cimco		
	815-838-0715		Cimco		
	815-838-0429		Cimco		
ge William					
,					
Please read the follo	owing:				
he country and world of its current landline services, it may design	n authorized representative Company. Iwide for the telephone number(s) list phone service provider(s) for local, to nate only one provider per service for all distances, which means that Comp	ed above (if applocal toll, and long any one telephon	cable). Compar distance service e number. Com	ny understands that Con es. Company understan pany also understands t	neast will take the place ds that, for each of these hat the service provided
ervice provider(s), ar	mature on this form authorizes Comcand to switch Company's telephone number(s) may charge a fee to switch its se	mber(s), listed ab	ove (if applicab	le), to Comcast. Compa	any understands that its
lease sign here:					·
Authorized Represe	entative's Signature:	XX		Date: 03//	1/20/3
-			T 41		
Authorized Represe	entative's Name (Print): entative's Title (Print):	<u> </u>	<u> T 54-956</u>		



SCHEDULE B - BUILDING LOCATION DETAIL

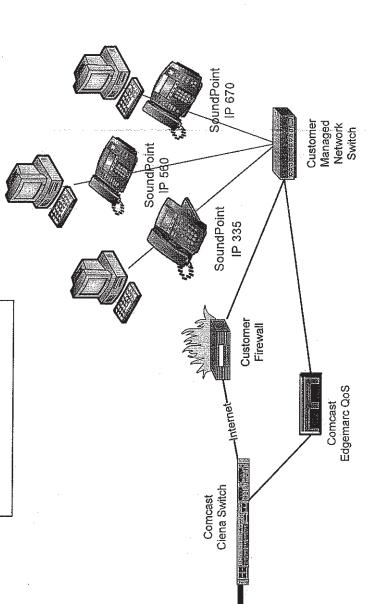
BILLING LOC	ATION INFORMATIO	<u> </u>			
Billing Name	Taft School District 90	•		Contact Nam	e Dr. DJ Skogsberg
County	Will			Ema	ii djskogsberg@taft90.org
Street / Address	1605 S Washington St			Phor	ne (815) 838-0408 Ext:
City State, Zip	Lockport		60441-	Fa	ax
	Yes			Cell / Page	er
	Monthly			Cust req due dat	te
SERVICE LOC	CATIONS				
Site Name:	Taft School District 90			LocalContact	Dr. DJ Skogsberg
County	Will			Email	djskogsberg@taft90.org
Address 1	1605 S Washington St		# 50 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Phone	(815) 838-0408 Ext:
Address 2	***************************************			Fax	
Floor	14,00-1,00000000000000000000000000000000	•		Cell / Pager	
Room		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		Latitude	
City State, Zip	Lockport	IL	60441-	Longitude	
Site Name:	***************************************	***************************************		Local Contact	
County				Email	
Address 1		***************************************		Phone	
Address 2	***************************************			Fax	
Floor				Cell / Pager	
Room	***************************************			Latitude	
City State, Zip				Longitude	

Taft School District 90

Taft Provided Equipment

- that must be able to be connected by 100 Network Switch for Computer Network
- Mbps hard code to Comcast fiber switch.
 All Cat 5E or better wiring from Switch to all IP phones. These must be direct connection from the phone to the
 - network switch Firewall
- 6 U of Space for the switch and a fiber patch panel.
 - Two 110V power outlets

Comcast Supplied Equipment Ciena Switch for fiber termination Edgmarc Qos Device All Polycom IP Phones



Engineer: Trey Ritter Sales Engineer

Date: 1-22-13

Page 1 of 1

	å
130100	
2	
Ä	

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SO ID#: IL-241956-mguin-147059

of 3
τ-
0
0
(O)
α.

Account Name: Taft School District 90 CUSTOMER INFORMATION (for notices) MSA ID#: IL-241956-mguir

Primary Contact: DJ Skogsberg	Billing Account Name Taft School District 90	INVOICE ADDRESS
Title: Superintendent	Billing Name (3rd Party Accounts)	Address 1: 1605 South Washington Street
Address 1: 1605 South Washington Street	Billing Contact:	Address 2:
Address 2:	Trilo:	City: Locknort
Gity: Lockport	Phone:	State: IL
State: fl.	Cell:	Zip Code: 60441
Zīp: 60441	Fax	Tax Exempt
Phone; 815-838-0408	Email:	" If Yes, please provide and attach all
Cell:		company to the distance of the second de-
Fax:		
Ernail: djskogsberg@taff90.org		

	LLATION FEES	\$0.00				
	SUMMARY OF CUSTOM INSTALLATION FEES	Total Custom Installation Fee*:				
36	CE CHARGES*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Service Term (Months):	SUMMARY OF SERVICE CHARGES*	Total Metro Ethernet Monthly Recurring Charges: Total Trunk Services Monthly Recurring Charges:	Total Monthly Recurring Charges (all Services):	Total Metro Ethemet Standard Installation Fees⁺.	Total Trunk Services Standard Installation Fees:	Total Standard Installation Fees (all Services):

*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service.

GENERAL COMMENTS

This Concast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, tocated at http://business.comcast.com/enterprise-terms-of-service, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

	nn Kasik
(avig	J.
la salidad p	s Rep:
y a Morz	Sale
ONLY 6	
T USE	
OMCAS	
ŏ	
	; <u>;</u>
II the second second	Signatur
rfative)	
d represer	
= ONLY (by authorized repr	
100	k
) (A
5	
	Signatu

Signature: Signature:	Signature;	Sales Rep: Lynn Kasik
Name Dr. Dd Jkogsberg	Name:	Sales Rep E-Mail: İynn_kasik@cable.comcasf.com
THE Supermy Endant	Title:	Region: Chicago Region
Date: 02/25/2013	Date:	Division: Central